

AN ORDINANCE approving SEWER CONTRACT 476-1991, TUCKER COURT ADDITION DITCH between DEHNER CONSTRUCTION, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

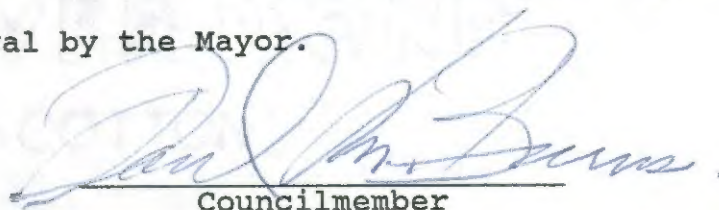
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the SEWER CONTRACT 476-1991, TUCKER COURT ADDITION DITCH by and between DEHNER CONSTRUCTION, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

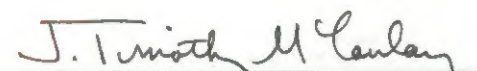
beginning at the Northwest corner of Lot #84 of Tucker Court Addition; thence easterly a distance of 650+/-LF to the Southeast corner of Lot 24 of Tucker Court Addition, thence North a distance of 350+/-LF to the Northeast corner of Lot 23 of Tucker Court Addition; thence East a distance of 90+/-LF to the Northeast corner of Lot 137 of Heritage Place Addition;

the Contract price is Fourteen Thousand Nine Hundred Fifty and no/100 Dollars (\$14,950.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

SEWER CONTRACT 476-1991

BOARD ORDER NO. 11-91

WORK ORDER NO. 73755

THIS CONTRACT made and entered into this 20 day of March 1991, by and between DEHNER CONSTRUCTION, INC. hereinafter called CONTRACTOR and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works & Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE I: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following reconstruction/cleaning of Tucker Court Addition Ditch, as follows:

Beginning at the Northwest corner of lot 84 of Tucker court Addition; thence Easterly a distance of 650± LF to the Southeast corner of Lot 24 of Tucker Court Addition; thence North a distance of 350± LF to the Northeast corner of Lot 23 of Tucker Court Addition; thence East a distance of 90± LF to the Northeast corner of Lot 137 of Heritage Place Addition.

all according to Tucker Court Addition, Ditch reconstruction/cleaning Drawing No. SY-11246 Sheets 1-6, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT PRICE

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of FOURTEEN THOUSAND NINE HUNDRED FIFTY AND NO/100 (\$14,950.00) DOLLARS. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the **OWNER** to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with the Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages or injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NON-DISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and

the Ordinances of the City of Fort Wayne, according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 15 and 22 February 1991
- b. Instructions to Bidders for Contract No. 476-1991
- c. Contractor's Proposal dated 6 March 1991
- d. Fort Wayne Engineering Department Drawing #SY11246
- e. Supplemental Specifications for Contract No. 476-1991
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond
- j. Labor and Material Payment Bond
- k. Minority/Female Employment Hourly Utilization
- l. Right-of-Way Cut Permit
- m. Comprehensive Liability Insurance Coverage
- n. MBE/EBE Commitment Form

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this Contract, the **CONTRACTOR** shall furnish a Performance and Guaranty bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER** within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 90 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by the Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:
DEHNER CONSTRUCTION, INC.

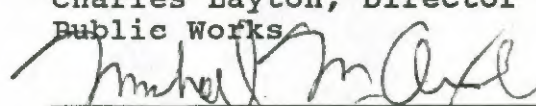
By 
Gregory J. Dehner

CITY OF FORT WAYNE

By _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY


Charles Layton, Director
Public Works


Michael McAlexander, Director
of Public Safety

Douglas M. Lehman, Director
of Administration & Finance

ATTEST:


Patricia Crick, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Paul Helmke, Mayor; Charles Layton, Michael McAlexander and Douglas M. Lehman, all as Directors of the

Board of Public Works & Safety of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this ____ day of _____, 1991.

Notary Public

Printed Name of Notary
Resident of _____ County

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Gregory J. Dehner, who acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 18th day of March 1991.



Roger N. Carpenter

Notary Public

Printed Name of Notary
Resident of Allen County

My Commission Expires:

January 13, 1992

This instrument prepared by:
Terry L. Atherton, P.E., L.S., Director
Water Resources/Engineering & Services

APPROVED BY THE Common Council of the City of Fort Wayne, Indiana, on the ____ day of _____ 1991.

SPECIAL ORDINANCE: _____

CONTRACTOR

[illegible]

TO: CITY ATTORNEY
FROM: BOARD OF PUBLIC WORKS

APPROVED BY: Charles E. Layton

DATE: March 20, 1991

SUBJECT: Sewer Contract 476-1991, Tucker Court Addition
Ditch

FILE # ASSIGNED BY RECORD LIBRARIAN

ACTION REQUEST: Please prepare an ordinance to be introduced on
March 26, 1991 approving Sewer Contract #476-1991, Tucker Court
Addition Ditch. Dehner Construction, Inc., is the contractor.

Read the first time in full and on motion by Burns
seconded by Quadd, and duly adopted, read the second time
title and referred to the Committee on City Affairs (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on _____, the
of _____, 19____, at _____ o'clock _____ M., E.S.

DATED: 3-26-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns
seconded by Henry, and duly adopted, placed on its
passage. PASSED ~~UNANIMOUSLY~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>		<u>1</u>	<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG				
REDD			<u>✓</u>	
SCHMIDT	<u>✓</u>			<u>✓</u>
TALARICO	<u>✓</u>			

DATED: 4-9-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE ~~RESOLUTION NO.~~ S-95-91
on the 9th day of April, 1991.

ATTEST

SEAL

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 10th day of April, 1991
at the hour of 1:30 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of April
1991, at the hour of 10:15 o'clock P.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Sewer Contract #476-1991, Tucker Court Addition Ditch

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: Sewer Contract #476-1991, is for the reconstruction/cleaning of Tucker Court Addition Ditch as follows:

Beginning at the Northwest corner of Lot #84 of Tucker Court Addition; thence easterly a distance of 650 \pm LF to the Southeast corner of Lot 24 of Tucker Court Addition, thence North a distance of 350 \pm LF to the Northeast corner of Lot 23 of Tucker Court Addition; thence East a distance of 90 \pm LF to the Northeast corner of Lot 137 of Heritage Place Addition. Dehner Construction, Inc., is the contractor.

EFFECT OF PASSAGE: Improve area drainage.

EFFECT OF NON PASSAGE:

S-91-03-41

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$ 14,950.00

ASSIGNED TO COMMITTEE:

BILL NO. S-91-03-41

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
CHARLES B. REDD, VICE CHAIRMAN
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON _____ CITY UTILITIES _____ TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) _____ approving SEWER CONTRACT
476-1991, TUCKER COURT ADDITION DITCH between DEHNER CONSTRUCTION
INC. and the City of Fort Wayne, Indiana, in connection with the
Board of Public Works and Safety

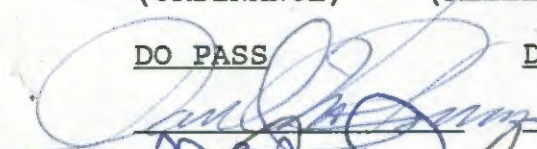
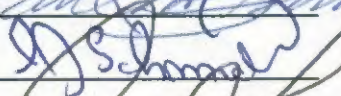
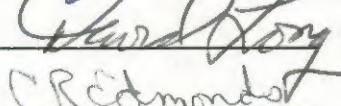
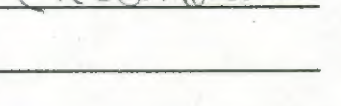
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~) _____

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 4-9-91

Sandra E. Kennedy
City Clerk